

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-12-62188

HUD# 07-12-0324-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

MARY C. GOTTSCHALK

416 – 49th Street

Des Moines, Iowa 50312

COMPLAINANT

MARY CHAPMAN

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondent published an advertisement for a one-bedroom apartment for rent; during the time period, May 14, 2011 through June 29, 2011, which stated, "A unique opportunity for an individual or empty nesters," indicating a preference, limitation or discrimination based on familial status, the presence of a minor child in the household. Such a limitation makes unavailable an otherwise available dwelling to families with a child. Respondent documented to the Commission, "what I would really like is someone to explain to me how to write an ad that effectively reaches my target audience (based on financial considerations) without appearing to be in violation of the law." Respondent owns and manages the subject property, a one-bedroom apartment located at 3663 Grand Avenue, Unit 905, Des Moines, IA 50312.

A complaint having been filed by Complainant against Respondent with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondent agrees there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondent acknowledges that the Federal Fair Housing Laws Act, as amended, makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or

advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c) (Section 804(c) of the Fair Housing Act).

Respondent also acknowledges that the Iowa Civil Rights Act makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity, or an intention to make any such preference, limitation, or discrimination. Iowa Code § 216.8(1)(c).

3. Respondent acknowledges that the Federal Fair Housing Laws Act, as amended, makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(a) (Section 804(a) of the Fair Housing Act).

Respondent also acknowledges that the Iowa Civil Rights Act makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondent agrees the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondent agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondent of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

10. Respondent Mary Gottschalk agrees she will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of her receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding the prohibition discriminatory advertising and discrimination against families with children. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondent also agrees to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

Future Advertising

11. Respondent agrees she will only market the attributes of her rental properties and not reference a preferred type of tenant(s). Respondent agrees all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will no longer state a preference for any particular type of tenant based on a personal characteristic. Respondent agrees she will not state, "A unique opportunity for an individual or empty nesters," in any future advertising.

For twelve months following the execution of this Settlement Agreement, Respondent agrees all future advertisements in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website for her rental unit will include the following language: "Families with a child are welcome."

For twelve months following the execution of this Settlement Agreement, Respondent agrees to send a copy of her first advertisement with the above stated language to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement.

Respondent acknowledges property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or

written, that indicates families with children are not welcome or not solicited as tenants. Respondent acknowledges the statement "A unique opportunity for an individual or empty nesters," discourages families with a minor child from making application because it indicates such families are not solicited or welcome as tenants. Respondent acknowledges such a statement violates Federal and State Fair Housing Laws.

12. For twelve months following the execution of this Agreement, Respondent also agrees to retain copies of all advertising in newspapers and Internet websites, pamphlets, brochures, and all other promotional literature (with the corresponding dates they were distributed).

If requested by the Commission, Respondent agrees to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, for any particular period of time within the twelve-month period stated above, within thirty (30) days of such request.

Demographics

13. On an annual basis for the next three years, Respondent agrees to provide a "snapshot" of her tenant(s) at 3663 Grand Avenue, Unit 905, Des Moines, IA 50312 by familial status to the Commission, to the attention of Don Grove, Supervisor of Investigations.

On or before May 1, 2012, May 1, 2013, and May 1, 2014, Respondent agrees to provide a snapshot of her tenant(s) as of April 1, 2012, April 1, 2013, and April 1, 2014. The snapshot shall include: (1) A copy of the Lease Agreement. (2) If the rental unit is occupied by a family with a minor child (under the age of 18) Respondent will provide the age of the minor child living in the rental unit (if it is not listed on the Lease Agreement); and (2) contact information (name, address, telephone number and email address) for the tenant.

Mary C. Gottschalk, RESPONDENT

Date

Mary Chapman, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION